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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 DUNIA MATOS,

11 Plaintiff,

12 vs.

13 PORTFOLIO RECOVERY
14 ASSOCIATES, LLC,

15 Defendant.

16
17 Case No. 2:24-cv-03912-SPG-MAA
18 **STIPULATED PROTECTIVE
19 ORDER**

20 **1. PURPOSES AND LIMITATIONS**

21 Discovery in this action is likely to involve production of confidential,
22 proprietary, or private information for which special protection from public disclosure
23 and from use for any purpose other than prosecuting this litigation may be warranted.
24 Accordingly, the parties hereby stipulate to and petition the Court to enter the
25 following Stipulated Protective Order. The parties acknowledge that this Stipulated
26 Protective Order does not confer blanket protections on all disclosures or responses
27 to discovery and that the protection it affords from public disclosure and use extends
28 only to the limited information or items that are entitled to confidential treatment
under the applicable legal principles. The parties further acknowledge, as set forth in
Section 13.3 below, that this Stipulated Protective Order does not entitle them to file

1 confidential information under seal; Local Rule 79-5 sets forth the procedures that
2 must be followed and the standards that will be applied when a party seeks permission
3 from the Court to file material under seal.

4 **2. GOOD CAUSE STATEMENT**

5 Discovery in this action is likely to involve trade secrets, customer and pricing
6 lists and other valuable research, development, commercial, financial, technical
7 and/or proprietary information for which special protection from public disclosure
8 and from use for any purpose other than prosecution of this action is warranted. Such
9 confidential and proprietary materials and information consist of, among other things,
10 confidential business or financial information, information regarding confidential
11 business practices, or other confidential research, development, or commercial
12 information (including information implicating privacy rights of third parties),
13 information otherwise generally unavailable to the public, or which may be privileged
14 or otherwise protected from disclosure under state or federal statutes, court rules, case
15 decisions, or common law. Accordingly, to expedite the flow of information, to
16 facilitate the prompt resolution of disputes over confidentiality of discovery materials,
17 to adequately protect information the parties are entitled to keep confidential, to
18 ensure that the parties are permitted reasonable necessary uses of such material in
19 preparation for and in the conduct of trial, to address their handling at the end of the
20 litigation, and to serve the ends of justice, a protective order for such information is
21 justified in this matter. It is the intent of the parties that information will not be
22 designated as confidential for tactical reasons and that nothing be so designated
23 without a good faith belief that it has been maintained in a confidential, non-public
24 manner, and there is good cause why it should not be part of the public record of this
25 case.

26 **3. DEFINITIONS**

27 3.1. Action: *Matos v. Portfolio Recovery Associates, LLC*, case number:
28 2:24-cv-03912-SPG-MAA.

- 3.2. **Challenging Party**: A Party or Nonparty that challenges the designation of information or items under this Stipulated Protective Order.
 - 3.3. **“CONFIDENTIAL” Information or Items**: Information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.
 - 3.4. **Counsel**: Outside Counsel of Record and In-House Counsel (as well as their support staff).
 - 3.5. **Designating Party**: A Party or Nonparty that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”
 - 3.6. **Disclosure or Discovery Material**: All items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that is produced or generated in disclosures or responses to discovery in this matter.
 - 3.7. **Expert**: A person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.
 - 3.8. **In-House Counsel**: Attorneys who are employees of a party to this Action. In-House Counsel does not include Outside Counsel of Record or any other outside counsel.
 - 3.9. **Nonparty**: Any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.
 - 3.10. **Outside Counsel of Record**: Attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated

1 with a law firm which has appeared on behalf of that party, and includes
2 support staff.

- 3 3.11. Party: Any party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, In-House Counsel, and Outside
5 Counsel of Record (and their support staffs).
- 6 3.12. Producing Party: A Party or Nonparty that produces Disclosure or
7 Discovery Material in this Action.
- 8 3.13. Professional Vendors: Persons or entities that provide litigation support
9 services (e.g., photocopying, videotaping, translating, preparing exhibits
10 or demonstrations, and organizing, storing, or retrieving data in any form
11 or medium) and their employees and subcontractors.
- 12 3.14. Protected Material: Any Disclosure or Discovery Material that is
13 designated as “CONFIDENTIAL.”
- 14 3.15. Receiving Party: A Party that receives Disclosure or Discovery Material
15 from a Producing Party.

16 **4. SCOPE**

17 The protections conferred by this Stipulated Protective Order cover not only
18 Protected Material, but also (1) any information copied or extracted from Protected
19 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
20 and (3) any testimony, conversations, or presentations by Parties or their Counsel that
21 might reveal Protected Material.

22 Any use of Protected Material at trial shall be governed by the orders of the
23 trial judge. This Stipulated Protective Order does not govern the use of Protected
24 Material at trial.

25 **5. DURATION**

26 Even after final disposition of this litigation, the confidentiality obligations
27 imposed by this Stipulated Protective Order shall remain in effect until a Designating
28 Party agrees otherwise in writing or a court order otherwise directs. Final disposition

1 shall be deemed to be the later of (1) dismissal of all claims and defenses in this
2 Action, with or without prejudice; and (2) final judgment herein after the completion
3 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
4 including the time limits for filing any motions or applications for extension of time
5 pursuant to applicable law.

6. **DESIGNATING PROTECTED MATERIAL**

7.1. Exercise of Restraint and Care in Designating Material for Protection.

8. Each Party or Nonparty that designates information or items for
9. protection under this Stipulated Protective Order must take care to limit
10. any such designation to specific material that qualifies under the
11. appropriate standards. The Designating Party must designate for
12. protection only those parts of material, documents, items, or oral or
13. written communications that qualify so that other portions of the
14. material, documents, items, or communications for which protection is
15. not warranted are not swept unjustifiably within the ambit of this
16. Stipulated Protective Order.

17. Mass, indiscriminate, or routinized designations are prohibited.
18. Designations that are shown to be clearly unjustified or that have been
19. made for an improper purpose (*e.g.*, to unnecessarily encumber the case
20. development process or to impose unnecessary expenses and burdens
21. on other parties) may expose the Designating Party to sanctions.

22.2. Manner and Timing of Designations.

23. Except as otherwise provided in this Stipulated Protective Order
24. (*see, e.g.*, Section 6.2(a)), or as otherwise stipulated or ordered,
25. Disclosure or Discovery Material that qualifies for protection under this
26. Stipulated Protective Order must be clearly so designated before the
27. material is disclosed or produced.

Designation in conformity with this Stipulated Protective Order requires the following:

- (a) For information in documentary form (*e.g.*, paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the margins).

A Party or Nonparty that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Stipulated Protective Order. Then, before producing the specified documents, the Producing Party must affix the legend “CONFIDENTIAL” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the margins).

- (b) For testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material on the record,

1 before the close of the deposition, all protected testimony.

- 2 (c) For information produced in nondocumentary form, and for any
3 other tangible items, that the Producing Party affix in a
4 prominent place on the exterior of the container or containers in
5 which the information is stored the legend “CONFIDENTIAL.”
6 If only a portion or portions of the information warrants
7 protection, the Producing Party, to the extent practicable, shall
8 identify the protected portion(s).

9 6.3. Inadvertent Failure to Designate.

10 If timely corrected, an inadvertent failure to designate qualified
11 information or items does not, standing alone, waive the Designating
12 Party’s right to secure protection under this Stipulated Protective Order
13 for such material. Upon timely correction of a designation, the
14 Receiving Party must make reasonable efforts to assure that the
15 material is treated in accordance with the provisions of this Stipulated
16 Protective Order.

17 7. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

18 7.1. Timing of Challenges.

19 Any Party or Nonparty may challenge a designation of
20 confidentiality at any time that is consistent with the Court’s Scheduling
21 Order.

22 7.2. Meet and Confer.

23 The Challenging Party shall initiate the dispute resolution
24 process, which shall comply with Local Rule 37.1 et seq., and with
25 Section 4 of Judge Audero’s Procedures (“Mandatory Telephonic
26 Conference for Discovery Disputes”).¹

28 ¹ Judge Audero’s Procedures are available at
<https://www.cacd.uscourts.gov/honorable-maria-audero>.

1 7.3. Burden of Persuasion.

2 The burden of persuasion in any such challenge proceeding shall
3 be on the Designating Party. Frivolous challenges, and those made for
4 an improper purpose (*e.g.*, to harass or impose unnecessary expenses
5 and burdens on other parties) may expose the Challenging Party to
6 sanctions. Unless the Designating Party has waived or withdrawn the
7 confidentiality designation, all parties shall continue to afford the
8 material in question the level of protection to which it is entitled under
9 the Producing Party's designation until the Court rules on the
10 challenge.

11 **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

12 8.1. Basic Principles.

13 A Receiving Party may use Protected Material that is disclosed
14 or produced by another Party or by a Nonparty in connection with this
15 Action only for prosecuting, defending, or attempting to settle this
16 Action. Such Protected Material may be disclosed only to the categories
17 of persons and under the conditions described in this Stipulated
18 Protective Order. When the Action reaches a final disposition, a
19 Receiving Party must comply with the provisions of Section 14 below.

20 Protected Material must be stored and maintained by a Receiving
21 Party at a location and in a secure manner that ensures that access is
22 limited to the persons authorized under this Stipulated Protective Order.

23 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

24 Unless otherwise ordered by the Court or permitted in writing by
25 the Designating Party, a Receiving Party may disclose any information
26 or item designated “CONFIDENTIAL” only to:

- (a) The Receiving Party's Outside Counsel of Record, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;
 - (b) The officers, directors, and employees (including In-House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;
 - (c) Experts of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
 - (d) The Court and its personnel;
 - (e) Court reporters and their staff;
 - (f) Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to be Bound" (Exhibit A);
 - (g) The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
 - (h) During their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (i) the deposing party requests that the witness sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A); and (ii) the witness will not be permitted to keep any confidential information unless they sign the "Acknowledgment and Agreement to Be Bound," unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter

1 and may not be disclosed to anyone except as permitted under this
2 Stipulated Protective Order; and

- 3 (i) Any mediator or settlement officer, and their supporting
4 personnel, mutually agreed upon by any of the parties engaged in
5 settlement discussions.

6 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
7 **PRODUCED IN OTHER LITIGATION**

8 If a Party is served with a subpoena or a court order issued in other litigation
9 that compels disclosure of any information or items designated in this Action as
10 “CONFIDENTIAL,” that Party must:

- 11 (a) Promptly notify in writing the Designating Party. Such
12 notification shall include a copy of the subpoena or court order;
13 (b) Promptly notify in writing the party who caused the subpoena or
14 order to issue in the other litigation that some or all of the material
15 covered by the subpoena or order is subject to this Stipulated
16 Protective Order. Such notification shall include a copy of this
17 Stipulated Protective Order; and
18 (c) Cooperate with respect to all reasonable procedures sought to be
19 pursued by the Designating Party whose Protected Material may
20 be affected.

21 If the Designating Party timely seeks a protective order, the Party served with
22 the subpoena or court order shall not produce any information designated in this action
23 as “CONFIDENTIAL” before a determination by the Court from which the subpoena
24 or order issued, unless the Party has obtained the Designating Party’s permission. The
25 Designating Party shall bear the burden and expense of seeking protection in that court
26 of its confidential material and nothing in these provisions should be construed as
27 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
28 directive from another court.

1 **10. A NONPARTY'S PROTECTED MATERIAL SOUGHT TO BE**
2 **PRODUCED IN THIS LITIGATION**

3 **10.1. Application.**

4 The terms of this Stipulated Protective Order are applicable to
5 information produced by a Nonparty in this Action and designated as
6 “CONFIDENTIAL.” Such information produced by Nonparties in
7 connection with this litigation is protected by the remedies and relief
8 provided by this Stipulated Protective Order. Nothing in these provisions
9 should be construed as prohibiting a Nonparty from seeking additional
10 protections.

11 **10.2. Notification.**

12 In the event that a Party is required, by a valid discovery request,
13 to produce a Nonparty’s confidential information in its possession, and
14 the Party is subject to an agreement with the Nonparty not to produce the
15 Nonparty’s confidential information, then the Party shall:

- 16 (a) Promptly notify in writing the Requesting Party and the Nonparty
17 that some or all of the information requested is subject to a
18 confidentiality agreement with a Nonparty;
- 19 (b) Promptly provide the Nonparty with a copy of the Stipulated
20 Protective Order in this Action, the relevant discovery request(s),
21 and a reasonably specific description of the information requested;
22 and
- 23 (c) Make the information requested available for inspection by the
24 Nonparty, if requested.

25 **10.3. Conditions of Production.**

26 If the Nonparty fails to seek a protective order from this Court
27 within fourteen (14) days after receiving the notice and accompanying
28 information, the Receiving Party may produce the Nonparty’s

1 confidential information responsive to the discovery request. If the
2 Nonparty timely seeks a protective order, the Receiving Party shall not
3 produce any information in its possession or control that is subject to the
4 confidentiality agreement with the Nonparty before a determination by
5 the Court. Absent a court order to the contrary, the Nonparty shall bear
6 the burden and expense of seeking protection in this Court of its
7 Protected Material.

8 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

9 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
10 Protected Material to any person or in any circumstance not authorized under this
11 Stipulated Protective Order, the Receiving Party immediately must (1) notify in
12 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts
13 to retrieve all unauthorized copies of the Protected Material, (3) inform the person or
14 persons to whom unauthorized disclosures were made of all the terms of this
15 Stipulated Protective Order, and (4) request such person or persons to execute the
16 “Acknowledgment and Agreement to be Bound” (Exhibit A).

17 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
18 PROTECTED MATERIAL**

19 When a Producing Party gives notice to Receiving Parties that certain
20 inadvertently produced material is subject to a claim of privilege or other protection,
21 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
22 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
23 may be established in an e-discovery order that provides for production without prior
24 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
25 parties reach an agreement on the effect of disclosure of a communication or
26 information covered by the attorney-client privilege or work product protection, the
27 parties may incorporate their agreement in the Stipulated Protective Order submitted
28 to the Court.

1 **13. MISCELLANEOUS**

2 **13.1. Right to Further Relief.**

3 Nothing in this Stipulated Protective Order abridges the right of any
4 person to seek its modification by the Court in the future.

5 **13.2. Right to Assert Other Objections.**

6 By stipulating to the entry of this Stipulated Protective Order, no Party
7 waives any right it otherwise would have to object to disclosing or producing
8 any information or item on any ground not addressed in this Stipulated
9 Protective Order. Similarly, no Party waives any right to object on any ground
10 to use in evidence of any of the material covered by this Stipulated Protective
11 Order.

12 **13.3. Filing Protected Material.**

13 A Party that seeks to file under seal any Protected Material must comply
14 with Local Rule 79-5. Protected Material may only be filed under seal pursuant
15 to a court order authorizing the sealing of the specific Protected Material at
16 issue. If a Party's request to file Protected Material under seal is denied by the
17 Court, then the Receiving Party may file the information in the public record
18 unless otherwise instructed by the Court.

19 **14. FINAL DISPOSITION**

20 After the final disposition of this Action, within sixty (60) days of a written
21 request by the Designating Party, each Receiving Party must return all Protected
22 Material to the Producing Party or destroy such material. As used in this subdivision,
23 “all Protected Material” includes all copies, abstracts, compilations, summaries, and
24 any other format reproducing or capturing any of the Protected Material. Whether the
25 Protected Material is returned or destroyed, the Receiving Party must submit a written
26 certification to the Producing Party (and, if not the same person or entity, to the
27 Designating Party) by the 60-day deadline that (1) identifies (by category, where
28 appropriate) all the Protected Material that was returned or destroyed and (2) affirms

1 that the Receiving Party has not retained any copies, abstracts, compilations,
2 summaries or any other format reproducing or capturing any of the Protected Material.
3 Notwithstanding this provision, Counsel is entitled to retain an archival copy of all
4 pleadings; motion papers; trial, deposition, and hearing transcripts; legal memoranda;
5 correspondence; deposition and trial exhibits; expert reports; attorney work product;
6 and consultant and expert work product, even if such materials contain Protected
7 Material. Any such archival copies that contain or constitute Protected Material
8 remain subject to this Stipulated Protective Order as set forth in Section 5.

9 **15. VIOLATION**

10 Any violation of this Stipulated Order may be punished by any and all
11 appropriate measures including, without limitation, contempt proceedings and/or
12 monetary sanctions.

13 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

14 Pursuant to Civil L.R. 5-4.3.4(a)(2)(i) all signatories listed concur in the filing's
15 content and have authorized the filing.

16 Dated: November 19, 2024

/s/ F. Jay Rahimi²

F. Jay Rahimi
Attorney for Plaintiff

18 Dated: November 19, 2024

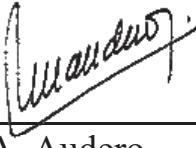
/s/ Andrick J. Zeen

Andrick J. Zeen
Attorneys for Defendant

21 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED,**

22 The Stipulated Protective Order is **APPROVED**.

24 Dated: 11/19/2024


Maria A. Audero
United States Magistrate Judge

27 ² Pursuant to Local Rule 5-4.3.4(a)(2)(i), the filer attests that all other signatories
28 listed, and on whose behalf the filing is submitted, concur in the filing's content and
have authorized the filing.

1 EXHIBIT A

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [full name], of _____
4 _____ [address], declare under penalty of perjury that I have read in its
5 entirety and understand the Stipulated Protective Order that was issued by the
6 United States District Court for the Central District of California on
7 _____ [date] in the case of
8 _____ [case name and
9 number]. I agree to comply with and to be bound by all the terms of this
10 Stipulated Protective Order, and I understand and acknowledge that failure to so
11 comply could expose me to sanctions and punishment in the nature of contempt.
12 I solemnly promise that I will not disclose in any manner any information or item
13 that is subject to this Stipulated Protective Order to any person or entity except in
14 strict compliance with the provisions of this Stipulated Protective Order.

15 I further agree to submit to the jurisdiction of the United States District Court
16 for the Central District of California for the purpose of enforcing the terms of this
17 Stipulated Protective Order, even if such enforcement proceedings occur after
18 termination of this action. I hereby appoint _____ [full name]
19 of _____ [address and telephone number]
20 as my California agent for service of process in connection with this action or any
21 proceedings related to enforcement of this Stipulated Protective Order.

22
23 Signature: _____

24 Printed Name: _____

25 Date: _____

26 City and State Where Sworn and Signed: _____

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